



REQUEST  
FOR  
PROPOSALS  
EOPOA-01-03

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 61 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. EOPOA-01-03		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)		5. DATE ISSUED 06/18/2001		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Executive Office of the President Office of Administration 725 17TH St, NW RM. 5002 NEOB Procurement Branch (202) 395-3314 Washington DC 20503				CODE EOP		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE : In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

<b>SOLICITATION</b>					
9. Sealed offers in original and <u>6</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See L.3</u> until <u>1200 ET</u> local time <u>08/01/2001</u> (Hour) (Date)					
CAUTION : LATE Submissions, Modifications and Withdrawals : See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION CALL:		A. NAME LYNNAE ROSCOE	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202 NUMBER 395-7670 EXT.		C. E-MAIL ADDRESS PLEASE UPDATE EMAIL

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<b>OFFER (Must be fully completed by offeror)</b>	
NOTE : Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.	

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.	
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13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	
				18. OFFER DATE	

<b>AWARD (To be completed by government)</b>					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION : <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**RFP PAGE**

**THIS PROCUREMENT IS SET-ASIDE FOR SMALL BUSINESSES**

The North American Industry Classification System (NAICS) code for this acquisition is 541519 (equates to SIC Code 7379). Please refer to Section K.8

**SECTION B: SUPPLIES OR SERVICES AND PRICES/COST**

**B. 1 General Information**

**B.1.1 Indefinite Delivery Indefinite Quantity Contract**

This contract is for the acquisition of software support services for the Office of Management and Budget for its budget information systems and other information systems. Services shall be provided on a task-order basis. Refer to H.1 for guaranteed minimum and maximum under this contract.

**B.1.2 Pricing**

**A. Fixed Labor rates** – Contractor shall provide fixed labor rates for each labor category for each year of the contract. Labor rates shall be inclusive of all direct and indirect costs, overhead, G&A, and profit.

**B. Task Orders** - All tasks written against this contract shall be firm, fixed-price or time-and-materials tasks. Some tasks may be performance-based. Refer to Section H.13, Task Order Process.

**C. Estimated Hours**

The hours listed in Section B are estimates and shall be used for evaluation purposes only.

**D. Hardware/Software Purchases** – An amount of \$50,000.00 has been entered for each year of the contract, however, this dollar amount is not guaranteed and will be used for evaluation purposes only. This line item will be funded as needed during the term of the contract. Refer to instructions in L.4.2.

**E. Material Handling Fee**

If appropriate, provide a material handling fee to be charged on hardware/software (Refer to H.15).

**E. Ceiling Price**

The ceiling price for this contract is \$7.5 million. The ceiling price for any time-and-materials task shall be set forth in each task order (refer to H.16).

## B.2 PRICING TABLES

The following job skill categories and fixed labor rates shall be used to price all task orders under this contract.

### B.2.1 YEAR ONE

CLIN	SKILL LEVEL	RATE	EST. HOURS	EST. AMT.
1001	Program Manager	\$ _____	190	\$ _____
1002	Group Manager	\$ _____	1920	\$ _____
1003	Data Base Management Spec.	\$ _____	1920	\$ _____
1004	Programmer Analyst – Level 3	\$ _____	7680	\$ _____
1005	Programmer Analyst – Level 2	\$ _____	1920	\$ _____
1006	System Analyst – 2	\$ _____	2300	\$ _____
1007	System Analyst – 3	\$ _____	1920	\$ _____
	<b>TOTAL</b>			<b>\$ _____</b>
1008	<b>HARDWARE / SOFTWARE PURCHASES</b>			<b>\$50,000.00</b>
1009	<b>MATERIAL HANDLING FEE</b>			<b>_____ %</b>

### B.2.2 YEAR TWO

CLIN	SKILL LEVEL	RATE	EST. HOURS	EST. AMT.
2001	Program Manager	\$ _____	190	\$ _____
2002	Group Manager	\$ _____	1920	\$ _____
2003	Data Base Management Spec.	\$ _____	1920	\$ _____
2004	Programmer Analyst – Level 3	\$ _____	7680	\$ _____
2005	Programmer Analyst – Level 2	\$ _____	1920	\$ _____
2006	System Analyst – 2	\$ _____	2300	\$ _____
2007	System Analyst – 3	\$ _____	1920	\$ _____
	<b>TOTAL</b>			<b>\$ _____</b>
2008	<b>HARDWARE / SOFTWARE PURCHASES</b>			<b>\$50,000.00</b>
2009	<b>MATERIAL HANDLING FEE</b>			<b>_____ %</b>

**B.2.3 YEAR THREE**

CLIN	SKILL LEVEL	RATE	EST. HOURS	AMT.
3001	Program Manager	\$_____	190	\$_____
3002	Group Manager	\$_____	1920	\$_____
3003	Data Base Management Spec.	\$_____	1920	\$_____
3004	Programmer Analyst – Level 3	\$_____	7680	\$_____
3005	Programmer Analyst – Level 2	\$_____	1920	\$_____
3006	System Analyst – 2	\$_____	2300	\$_____
3007	System Analyst – 3	\$_____	1920	\$_____
	<b>TOTAL</b>			<b>\$_____</b>
3008	<b>HARDWARE / SOFTWARE PURCHASES</b>			<b>\$50,000.00</b>
3009	<b>MATERIAL HANDLING FEE</b>			<b>_____ %</b>

**B.2.4 YEAR FOUR**

CLIN	SKILL LEVEL	RATE	EST. HOURS	AMT.
4001	Program Manager	\$_____	190	\$_____
4002	Group Manager	\$_____	1920	\$_____
4003	Data Base Management Spec.	\$_____	1920	\$_____
4004	Programmer Analyst – Level 3	\$_____	7680	\$_____
4005	Programmer Analyst – Level 2	\$_____	1920	\$_____
4006	System Analyst – 2	\$_____	2300	\$_____
4007	System Analyst – 3	\$_____	1920	\$_____
	<b>TOTAL</b>			<b>\$_____</b>
4008	<b>HARDWARE / SOFTWARE PURCHASES</b>			<b>\$50,000.00</b>
4009	<b>MATERIAL HANDLING FEE</b>			<b>_____ %</b>

**B.2.5 YEAR FIVE**

<b>CLIN</b>	<b>SKILL LEVEL</b>	<b>RATE</b>	<b>EST. HOURS</b>	<b>EST. AMT.</b>
5001	Program Manager	\$_____	190	\$_____
5002	Group Manager	\$_____	1920	\$_____
5003	Data Base Management Spec.	\$_____	1920	\$_____
5004	Programmer Analyst – Level 3	\$_____	7680	\$_____
5005	Programmer Analyst – Level 2	\$_____	1920	\$_____
5006	System Analyst – 2	\$_____	2300	\$_____
5007	System Analyst – 3	\$_____	1920	\$_____
	<b>TOTAL</b>			<b>\$ _____</b>
5008	<b>HARDWARE / SOFTWARE PURCHASES</b>			<b>\$50,000.00</b>
5009	<b>MATERIAL HANDLING FEE</b>			<b>_____ %</b>

## **SECTION C: STATEMENT OF WORK**

### **C.1 BACKGROUND INFORMATION**

The resulting Indefinite Delivery, Indefinite Quantity (IDIQ), task order contract will be used by the Office of Management and Budget (OMB), a component of the Executive Office of the President (EOP), to obtain a broad range of software support services in support of OMB's budget processes.

Among OMB's major requirements is the provision of data processing support for the development, maintenance, and operation of application software systems running on IBM mainframes and UNIX systems, TCP/IP networks and personal computers. OMB uses an outside service provider for its budget systems mainframe operations. This mainframe is located off-site and is connected to OMB via high speed WAN communication lines. These mission critical systems primarily support OMB's budget processes, although other OMB systems utilizing mainframes, LANs, UNIX and personal computers exist and continue to be developed.

Two of the mission critical systems are the A-11 Data Entry System (A-11) and the Mainframe Decision Support System (DSS) which are described in Attachment H. A series of other systems, based on the Client/Server model utilizing a GUI - Windows environment, were also developed including reporting and querying tools and data administration tools such as Rule Builder, Account Builder, etc. are also described. Integration has evolved to the point that all budget systems use the MAX DBMS as the data repository. Other OMB systems for special purposes were also created using a variety of modern technologies.

There are plans for two major initiatives to improve and extend the MAX A-11 System. The scope of this contract will include contractor support for these initiatives. The first initiative – the MAX A-11 Modernization of Communications initiative – will convert the present communications protocol to web-based protocols and secure data being transferred between agency workstations and the central MAX DB2 database. The second initiative will extend the system so that it can collect from agencies textual information published in the Appendix portion of the Budget.

The URL list below consists of publicly accessible WEB sites having reference information about OMB, the OMB MAX Budget Information System, the President's Budget, OMB Circular No. A-11, and the federal budget process.

**[www.whitehouse.gov/omb/gils/gils-top.html](http://www.whitehouse.gov/omb/gils/gils-top.html)** - The Government Information Locator Service (GILS) public listing of information regarding OMB and the OMB MAX Budget Information System. Includes links to the OMB Home Page, the President's Budget, and OMB publications.

**[www.whitehouse.gov/omb/](http://www.whitehouse.gov/omb/)** - OMB public web site. Contains information about OMB and links to other sites, including "[w3.access.gpo.gov/usbudget/](http://w3.access.gpo.gov/usbudget/)" where budget documents are posted.



**[www.whitehouse.gov/omb/circulars/a11/00toc.html](http://www.whitehouse.gov/omb/circulars/a11/00toc.html)** - Online version of OMB Circular No. A-11, OMB published guidance for preparing and submitting federal budget estimates.

**[www.financenet.gov/financenet/fed/budget/budget.htm](http://www.financenet.gov/financenet/fed/budget/budget.htm)** - Budget Net site regarding governmental budgeting and associated policy, program, economic, financial, and managerial issues. Numerous links to other information sources.

## **C.2 SCOPE AND TECHNICAL REQUIREMENTS**

It is the intention of the Government to use contractor personnel to maintain existing application systems, upgrade and enhance existing application systems, and to extend and expand existing capabilities in an evolutionary manner. The desired result is a comprehensive set of integrated data and application systems capable of supporting many related functions throughout OMB's organization units. The systems and their current technical information are listed in Attachment H.

The general requirements call for a firm that can provide highly capable staff, experienced in the kinds of tools and applications used by the OMB Budget Information Systems and able to work in a team environment. The remainder of this section describes the technical requirements.

### **C.2.1 Software Support Services Definition**

For the purpose of defining the scope of the categories of services to be acquired under this contract, "Software Support Services" are defined as the performance of those activities required to analyze requirements, design and develop new systems, and to keep software systems operational and responsive after being accepted and placed into operation. This definition does not limit or define the set of activities which can be performed during the development of new systems or to an accepted or baseline system.

The section below lists categories of software services and their definitions. Each of these categories is included in the scope of software support as defined by this contract.

### **C.2.2 Software Support Categories**

The following are the major categories of software support services that may be acquired.

- Design and Development - Automated systems may be constructed to accomplish tasks that are being done manually or are not interfaced to related systems. New requirements may be analyzed, systems designed, and code developed, tested, and implemented.
- Corrective maintenance - Source code may be changed to correct errors immediately for normal program or system functions or services to continue.

- Corrections - Source code may be corrected for it to perform as specified, meet design requirements, or utilize system resources.
- Adaptive and perfective maintenance - Code may be modified to take advantage of upgrades in technology in either hardware or operating systems, improve efficiency, conform to standards, or increase flexibility.
- Normal Growth - Code may be added or modified to accommodate growth in the files, data bases, users, or distribution.
- User Support - Resources required to explain capabilities and functions to users and management.
- Changes in Requirements - Code may be modified because either user requirements, definitions, regulations, or other system interfaces/requirements change which are not under the control of the user.
- Enhancements - Code may be added or modified to provide additional functionality at user's request.
- Conversion - Code may be re-written from one language to another or from one hardware environment to another without functional change.
- Network Design and Administration Support - Design, development, implementation and support for OMB client/server applications, distributed LAN applications.
- Product Evaluation, Analysis and Procurement Support – Provide support to the Government in the evaluation of software and hardware products, conduct analysis as to the appropriateness of product purchase and implementation in the current systems environment, and perform acquisition and lease arrangements if necessary for such products. Refer to requirements in Section H.15.
- Installation and Administration of Procured Software and Hardware Products Install and administer procured software and hardware products, provide hands-on training to selected staff on these products, and provide on-going technical support for these products.

### **C.2.3 Software Support Services**

To successfully provide support to the aforementioned categories of software, a variety of services will be required. The range of these services is intentionally as broad as possible to cover a variety of future software support requirements.

Services which may be requested include, but are not limited to the following:

- Systems Architecture
- Configuration Management
- Requirements Definition
- Development Plans
- System Design
- System Development
- System Analysis
- Program Definition
- Program Testing
- Program Maintenance
- Program Modernization (Upgrade)
- Program and Technical Conversions
- Data Dictionary: Generation/Maintenance
- Documentation
- Data Base(s) Administration
- Project Management
- Communications Studies
- Software/Hardware Evaluations
- Software Simulation
- Technical Writing
- User Orientation and Assistance
- Training (including course development)
- Module Coding
- Code Performance Analysis
- Contract Transition Support
- Technical Audits
- Validation, Evaluation and Selection of Software/ Hardware Products
- Acquisition and Installation of Software/ Hardware Products (Refer to H.15)
- Implementation Support for Procured Software/ Hardware Products (Refer to H.15)
- Unix Administration

#### **C.2.3.1 Deliverable Products**

All services and products provided under this contract shall comply with the Electronic and Information Technology (EIT) Accessibility standards at 36 CFR Part 1194. Examples of deliverable products which may be required as a result of software support task performance are:

- Functional requirements documents
- Automated data dictionary/directory
- System design/architecture
- Program specifications
- Programs (changes, source codes, listings provided by hard copy and/or magnetic media)
- Data base maintenance
- Data dictionary

- User manuals and help panels
- Operation manuals
- System specification
- Test plan generation and implementation
- Test analysis reports
- Transcribed data
- Course instruction materials
- Systems documentation
- Subsystems documentation
- Test data base/outputs from tests
- Communications study document
- Software maintenance reports
- Meeting and conference reports
- Status/progress reports
- Maintenance support systems
- Administrative Reports and Statistics
- Configurations design
- Recommendations for the purchase/ lease of software or hardware products (Refer to H.15)
- Cost information for the purchase/ lease of software or hardware products and their maintenance (Refer to H.15)
- Specified software and/ or hardware licenses for procured products (Refer to H.15).

### **C.3 TASK AREAS**

The Contractor shall be required to provide maintenance support and enhancements for the applications listed below to meet specific OMB requirements pertaining to the development and production of the Budget and other systems. The scope includes, but is not limited to, work on the following applications:

#### **C.3.1 Maintenance/upgrade of the following:**

MAX A-11 Data Entry  
MAX Security  
MAX Access Builder  
MAX Account Builder  
MAX MF (Mainframe) DSS  
MAX Rule Builder  
MAX Appendix  
Budget Execution  
Overnight Production  
Regulatory Information Systems based on Model 204

Possible development of the following initiatives:

MAX DSS on UNIX RS/6000 system  
Appendix Text Collection System  
Re-Hosting Mainframe APPS to Unix Servers

### C.3.2 Systems (Unix) Administration:

RS/6000 Unix Systems  
TCP/IP Communications

### C.3.3 Our future plans include:

- transitioning the MAX database from the mainframe to the RS/6000 UNIX environment,
- moving business rules from applications to the database using triggers and user defined functions, and
- implementing data warehousing techniques (including designing data models) and on-line analytical processing services in the context of making MAX data more usable when using COTS products.

New technologies will be incorporated into the MAX A-11 system when the initiatives to collect Appendix text and to modernize communications are implemented. The application will be changed to handle encrypted communications (using Secure Socket Protocol) with an Apache Web Server. To handle the collection of Appendix text, XML, workflow, authoring and publishing tools will be employed. In both cases, development of programs will rely on component based, object-oriented technology.

## C.4 PERFORMANCE REQUIREMENTS

Performance-based tasks may be issued under this contract. General requirements are listed below. Additional performance requirements shall be established for individual task orders to achieve specific goals.

### C.4.1 Mandatory for all Tasks

- The Task Plan is submitted by the due date
- The Contractor's project manager or designated alternate can be reached by pager or phone 24 hours a day, seven days a week, to respond to an emergency situation
- Delivery date and milestones for the Task are achieved.
- Weekly written and oral status reports are complete and delivered on schedule
- The Task schedule, milestones and resource utilization are kept up-to-date (weekly) in MS Project.

### C.4.2 Systems Software Development Performance Requirements

- Interfaces maintain compatibility with data structures and systems in the EOP environment.
- New or changed software shall not adversely affect the performance of production systems at OMB.
- New or changed systems to conform to OMB specific software and information processing standards and functional requirements.
- Prior to delivery of new, enhanced or converted software/systems, the Contractor demonstrates the operational capability of the system using a pre-approved Test Plan.
- All problems detected during the testing of new, enhanced or converted software/systems are corrected promptly so the software/system can be migrated into production on schedule, unless otherwise directed by the Government.
- The Contractor shall meet all Government and EOP-specific security requirements.
- The Contractor maintains version control for all documentation.
- Documentation for software/systems is complete and matches the specific system processing and operational procedures of OMB.
- The Contractor creates or updates documentation, including system documentation, and diagrams.
- Programmer's code and system configurations are documented so that another person can understand, replicate, and maintain the system.
- Training and user documentation meets the needs of users.

#### **C.4.3 Database Administration Performance Requirements**

- Users can access production database system(s) 100% of the time during core business hours, 98% of the time other hours.
- Database documentation is up-to-date and reflects all changes to configuration, code, indexes, and data structures.
- The Contractor provides performance tuning for systems and databases.
- The Contractor implements system changes, enhancements, and/or migrations on schedule 98% of the time.
- The Contractor troubleshoots and solves database system problems within the time established by a mutually agreed schedule.

#### **C.4.4 Studies, Analyses, Plans and Document Preparation Performance Requirements**

- Deliverables achieve their intended purpose – such as defining requirements, evaluating problems or options, planning an effective course of action, or documenting systems and business procedures.
- Deliverable documents are neat, well organized, clearly written, and free of spelling/grammar errors.

- Documents are thorough, accurate, and based on best practices for system analysis, engineering, planning methods and documentation.
- Documents are understandable, conforming to the Government's Plain Language Initiative.

#### C.4.5 Performance Requirements Summary

The Government will evaluate Contractor performance for each Task Order based on Performance Requirements as implemented by the Quality Assurance Surveillance Plan (QASP). It is the Contractor's responsibility to inform the Contracting Officer of Government delays of work or other circumstances which would prevent the Contractor from meeting performance deadlines and requirements. This notice must be provided ahead of the deadline so that new deadlines may be established. A summary of this evaluation process is as follows:

<b>Performance Requirements Summary Table</b>				
<b>Performance Requirement</b>	<b>Standard</b>	<b>Maximum Allowable Degree of Deviation</b>	<b>Method of Surveillance</b>	<b>Maximum Payment Percentage</b>
Mandatory Performance Requirements for all Tasks	See QASP for Each Task Order	0% Deviation during core hours; 2% deviation during non-core hours.	See QASP	100% payment for meeting all mandated requirements.  Nonconformance is unacceptable.  NOTE: Incentives may be applied on a task-by-task basis. Penalty shall be assessed for each day of missed delivery or deviation from functionality, standards, or performance. Penalty shall be assessed against task order payment as identified in the individual task order.
Systems Software Development	See QASP for Task Order	0% Deviation	See QASP	100% payment for meeting all mandated requirements.  Nonconformance is unacceptable.  NOTE: Incentives may be applied on a task-by-task basis. Penalty shall be assessed for each day of missed delivery or deviation from functionality, standards, or performance. Penalty shall be assessed against task order payment as identified in the individual task order.

<b>Performance Requirements Summary Table Cont'd</b>				
<b>Performance Requirement</b>	<b>Standard</b>	<b>Maximum Allowable Degree of Deviation</b>	<b>Method of Surveillance</b>	<b>Maximum Payment Percentage</b>
Database Administration Performance	See QASP for Each Task Order	0% Deviation	See QASP	100% payment for meeting all mandated requirements.  Nonconformance is unacceptable.  NOTE: Incentives may be applied on a task-by-task basis. Penalty shall be assessed for each day of missed delivery or deviation from functionality, standards, or performance. Penalty shall be assessed against task order payment as identified in the individual task order.
Studies, Analysis, Plans and Document Presentation  Deliverables	See QASP for Task Order	0% Deviation	See QASP	100% payment for meeting all mandated requirements.  Nonconformance is unacceptable.  NOTE: Incentives may be applied on a task-by-task basis. Penalty shall be assessed for each day of missed delivery or deviation from functionality, standards, or performance. Penalty shall be assessed against task order payment as identified in the individual task order.

#### **C.4.6 Quality Assurance Plan**

The Contractor shall provide deliverables and information required for the Government to implement its Quality Assurance Surveillance Plan (QASP). A QASP identifying Contractor-provided deliverables and actions will be attached to each Performance-based Task Order. A sample QASP Form is provided as Attachment A.

#### **C.4.7 Incentives and Negative Incentives**

All positive and negative incentives are applied at the individual Task Order level. However, the mandatory requirements in C.4.1 shall be taken into account when determining positive and negative incentives at the Task Order level.



#### **C.4.8 Risk beyond the Control of the Contractor**

The Contractor is expected to minimize and manage risk to the greatest extent possible; however, the Contractor shall also identify any risks beyond the control of the Contractor. Notices of risk shall be in writing and provided to the COTR and the Contracting Officer.

### **C.5 CONTRACT PERSONNEL**

#### **C.5.1 Expertise**

The contractor staff shall have experience in the following categories:

- Windows NT programming and networking environment
- Development and use of Data Link Libraries (DLLs).
- Current release version(s) of Microsoft Visual Basic
- C++
- Systems analysis and design
- Excellent oral and technical writing
- Thorough knowledge of SQL and relational databases
- ODBC connectivity
- Migrating legacy mainframe applications
- SQL (DB2)
- COBOL
- Workflow and collaborative authoring software products
- Visual Studio Development Environment
- TCP/IP and Internet applications

A high level of expertise for this task is required in the following areas:

- Windows NT programming and networking environment
- Current release version(s) of Microsoft Visual Basic
- SQL and relational databases
- COBOL
- C++

#### **C.5.2 Skill Positions**

Listed below are the skill positions anticipated under this contract. The Government reserves the right to add skill positions to the contract as needed in order to support new requirements and technology. Section J., Attachment F. describes desirable experience/qualifications for each skill position.

##### **C.5.2.1 Contract Positions**

The Contractor shall provide all personnel needed to achieve 100% compliance with the performance requirements, standards, and schedule of approved Task Orders.

Program Manager  
Group Manager  
Database Management Specialist  
Programmer Analyst - Level 3  
Programmer Analyst - Level 2  
System Analyst 2  
System Analyst 3

#### **C.5.2.2 Key Positions**

The following positions are considered key to this contract. Substitutions shall be made only in accordance with Clause H.3.

Program Manager  
Group Manager  
Database Management Specialist  
Programmer Analyst - Level 3  
Programmer Analyst - Level 2

#### **C.5.3 General Qualifications/Experience for Skill Positions**

In general, OMB is searching for qualified candidates who have varied experience with both the mainframe and LAN environments. All individuals should have knowledge of both a major mainframe and PC programming language, especially Visual Basic or C++. They should also be familiar with development in the Windows NT environment and with relational databases.

#### **C.5.4 Phase-in/transition of Contractor Personnel**

Based on a preliminary "Phase-in Plan" to be included in the Contractor's proposal, the Contractor shall submit a final plan within one week of award. At a minimum, the plan shall provide for key personnel to be working on site within 30 days of award. Contractor is expected to schedule appointments with the Security Office and complete paperwork immediately upon notice of award.

### **C.6 ADMINISTRATIVE INFORMATION**

#### **C.6.1 Place of Performance**

Unless otherwise directed by the Government, all work orders shall be performed at facilities of the Office of Management and Budget at the New Executive Office Building located at 725 17<sup>th</sup> Street, NW, Washington, DC.

## **C.6.2 Work Conditions**

OMB's mission is to support the President of the United States by preparing the annual United States Budget, developing integrated fiscal, budget, program and management policies, leading government-wide coordination in policy making, and ensuring government-wide effectiveness and consistency in policy implementation in accordance with Presidential priorities. Carrying out this high-profile mission can make the OMB work environment very demanding -- statutory and Presidential policy deadlines must be met, the annual budget cycle must be supported, systems must perform reliably, and critical new requirements that can arise on short-notice as a result of evolving policy needs must be effectively accommodated.

In this type of working environment, it is not always possible to end the workday at the usual or expected time. There will be times when circumstances dictate that people shall continue working until an ongoing problem is resolved or a critical milestone is completed. In addition, elements of deployed OMB budget applications operate 24 hours per day, 7 days per week, 365 days per year. This operational schedule requires that contractor support personnel be available as needed to respond to applications-related technical trouble calls. Support personnel are provided with remote access capabilities to go along with their support responsibilities. This enables them to respond more quickly from off-site locations if a problem arises. It has the additional benefit of enabling enhanced work place and work schedule flexibility.

Within the context of the OMB work environment, the government budgets for an average of 40 hours per week for work billed on a time and materials basis unless specifically authorized in advance by the COTR. Work authorized beyond an average of 40 hours per week will be reimbursed at the contracted hourly rate -- i.e. no overtime premium is paid. Time when contractor support personnel are "on-call" is not considered billable except when actually responding to business related calls.

## **SECTION D: PACKAGING AND MARKING**

This section is not used.

## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of services/supplies rendered under any resultant contract shall be made by the Contracting Officer's Technical Representative (COTR). The COTR will be designated in writing at the time of contract award.

The Government will have 10 work days (or date mutually agreed upon by the Government and the Contractor) to complete the review of each deliverable and accept or reject the deliverable in writing. For those deliverables dependent on completion of a previous deliverable, the

contractor shall not proceed to the next task until the government has reviewed and accepted the deliverables from that dependent task. The Government will have the right to reject or require correction of any deficiencies found in the deliverable that are contrary to the information contained in the contractor's accepted proposal.

The Government shall provide the contractor with a primary and a secondary technical point of contact (POC) along with office locations, phone numbers and FAX numbers. This information will be provided within one work day from contract award.

In the event of rejection of any deliverable the contractor will be notified in writing of the specific reasons why the deliverable is being rejected. The contractor shall have 2 work days to correct the rejected deliverable and return it to the Government. The contractor's accepted deliverable schedule shall apply for all deliverables unless changed by the contracting officer.

## **E.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far](http://www.arnet.gov/far)

52.246-2 INSPECTION OF SUPPLIES—FIXED PRICE (AUG 1996) (Fixed price task orders)

52.246-4 INSPECTION OF SERVICES—FIXED PRICE (AUG 1996) (Fixed price task orders)

52.246-6 INSPECTION- TIME-AND-MATERIAL AND LABOR HOURS (JAN 1986) (Time-and-materials task orders)

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F. 1 PERIOD OF PERFORMANCE**

The base period of performance shall for the period of one year from date of award. This contract may be extended for four (4) one-year option periods, in accordance with Clause 52.217-9, Option to Extend the Term of the Contract.

## **F.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far](http://www.arnet.gov/far)

52.242-15 STOP WORK ORDER (AUGUST 1989)

## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **G.1. AUTHORITIES OF PERSONNEL**

Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the contractor. The following individuals will be the Government's point of contact during the performance of the contract:

#### **G.1.1 Contracting Officer**

All contract administration will be handled by the Contracting Officer. All communications pertaining to contractual and/or administrative matters under the contract should be addressed to:

Office of Administration, Procurement Branch  
725 17th Street, NW, Room 5001, NEOB  
Washington, DC 20503  
Attn: Lynnae C. Roscoe  
Tel. No. (202) 395-7670

#### **G.1.2 Contracting Officer's Technical Representative (COTR)**

The COTR will monitor all technical aspects of the contract. The types of actions within the purview of the COTR's authority are to assure that the contractor performs the technical requirements of the contract, and to notify both the contractor and the Contracting Officer of any deficiencies observed. A letter of designation will be issued to both the COTR and the contractor at the time of contract award setting forth the responsibilities and limitations of the COTR.

**It is important to note that while the COTR will be responsible for administering the performance of work under this contract, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless proper, formal contractual documents are executed by the Contracting Officer prior to completion of the contract.**

### **G.2 PAYMENT DUE DATE**

Payments under this contract will be due on the 30th calendar day after the later of:

- a. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
- b. The date the services are accepted by the Government.

### **G.3 INTEREST ON OVERDUE PAYMENTS**

The Prompt Payment Act, Public Law 97-177, (96 Stat. 85; 31 U.S.C. 3901-3906), as amended, is applicable to payments under this contract and requires payment to contractors of interest on overdue and improperly taken discounts. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget (OMB) Circular A-125.

### **G.4 CONTRACTOR'S INVOICES**

The Contractor shall submit invoices no more than once monthly for work completed, to the following address:

Brian Gillis  
Office of Management and Budget  
1725 17<sup>th</sup> Street, NW, Room 9026  
Washington, DC 20503

### **G.5 INVOICE REQUIREMENTS**

Invoices shall be submitted to the Government office designated in the contract to receive invoices. To constitute a proper invoice, the invoice must include the following information and/or documentation:

- a. Name of business concern and invoice date.
- b. Contract number, or other authorization for delivery of property or services.
- c. Description, price, and quantity of goods/services actually delivered or rendered for each item billed.
- d. Shipping and payment terms.
- e. Name (where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent). The "remit to" address must correspond to the remittance address in the contract.
- f. Other substantiating documentation or information as required by the contract.

### **G.6 STANDARD FORM 3881**

In compliance with clause 52.232-22 (see Section I.3) SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form, contractor will sign and return the form within 10 days after award.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 INDEFINITE DELIVERY-INDEFINITE QUANTITY CONTRACT**

a. This is an Indefinite Delivery-Indefinite Quantity (IDIQ) task order type contract for a period of one year with four successive one-year options. Task orders will be issued utilizing the order of preference set forth in FAR 37.102(a)(2) (Public Law 106-398, Section 821(a)), where possible.

b. The guaranteed minimum amount for the total contract term, shall be \$250,000.00

c. The maximum dollar amount that may potentially be awarded under this contract is \$7.5 million. However, the Contractor is not obligated to honor any order for a single item in excess of \$1 million, or any combination of items in excess of \$3 million (Refer I.6, 52.216-19, Order Limitations)

d. The Government has no obligation to issue Task Orders to the Contractor beyond the amount specified in paragraph c. of this clause. Once the conditions of paragraph c. have been met, the Contractor will continue to have the opportunity to be issued Task Orders.

e. The funding for each Task Order shall be provided at the time the order is issued by written modification to the contract.

f. Given the provisions of paragraphs a. through f. of this clause, the Contractor and the Government agree that a binding contract is established at the time of award and that consideration has been transferred between the parties.

### **H.2 ADVERTISING OF AWARD**

The contractor shall not refer to this award in commercial advertising, or similar promotions in such a manner as to state or to imply that the product or services provided is endorsed, preferred, or is considered superior to other products or services by the Executive Office of the President, the Office of Administration, or the White House. This includes advertising, or similar promotions, in all forms or electronic, broadcast, and print media.

In addition, the contractor is restricted from reproducing the image(s) of the EOP in any form of commercial advertising, or similar promotion. This includes images of official seals and buildings. The reproduction of official seals and the images of buildings is a matter controlled by regulation and Executive Order. Any proposed usage of such symbols must be brought to the attention of the Contracting Officer.

### **H.3 SUBSTITUTION OF PERSONNEL**

This clause applies to the key personnel proposed for each task. The contractor agrees to assign to the contract the key personnel whose resumes and qualifications were submitted with the contractor's proposal and who are necessary to fulfill the requirements of the task. No substitutions shall be made except in accordance with this clause. During the first 90 calendar days, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including termination.

Prior to removing, replacing, or diverting any of the specified individuals, the contractor shall promptly notify the Contracting Officer (CO) and provide the information required below:

(a) All proposed substitutions shall be submitted to the CO for approval at least 15 calendar days in advance of the proposed effective date (unless substitution is necessitated by sudden illness, death, or termination of employment in which case notice shall be within five (5) calendar days of the effective date) and must provide the information in (b) and (c) below.

(b) All requests for substitutions shall be in writing unless otherwise agreed to by the CO and shall include a complete resume for the proposed substitute and any other information required by the CO to permit effective evaluation of the proposed substitution's qualifications.

(c) requests for substitution of "key personnel" above must also provide a detailed explanation of the circumstances necessitating it and sufficient information for the CO to evaluate the impact of the substitution on contract performance.

#### **H.4 LIMITED DISTRIBUTION OR USE OF CERTAIN DATA AND INFORMATION**

(a) Performance of this contract may require the Contractor to have access to and use of data and information which may be considered proprietary by other customers, or which may otherwise be of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interests of the Government and others.

(b) The Contractor agrees that Contractor personnel will not divulge or release data or information developed or obtained in connection with the performance of this contract until made public by the Government, except to authorized Government personnel, or upon written approval of the COTR.

(c). Except as may be otherwise agreed to with a data owner, the Contractor further agrees it will not use, disclose or reproduce proprietary data belonging to customers and which bears a restrictive legend, other than as required in the performance of this contract; provided, however, that nothing herein shall be construed as:

(1) precluding the use of any such data independently acquired by the contractor without such limitation; or



(2) prohibiting an agreement at no cost to the Government between the contractor and the data owner that provides for greater rights to the contractor.

(d) The Contractor shall include the above clause (paragraphs a b and c) in all subcontracts.

## **H.5 RESTRICTION AGAINST DISCLOSURE**

The contractor agrees in the performance of this contract to keep all information supplied by the Government and all information obtained in conducting the research in the strictest confidence, said information being the sole property of the Government. The contractor agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, nor authorize others to do so, taking such reasonable measures as are necessary to restrict the information to those employees who must have the information to perform the work provided herein. Contractor employees shall sign the Restriction Against Disclosure Statement.

The contractor shall establish policies and procedures to implement the substance of this Clause at the individual employee level which will assure that affected employees are made aware of the contract provisions and the Contractor's implementing policies and procedures. Particular attention will be given to keeping employees advised of the statutes and regulations applicable to the handling of other Contractor confidential financial data.

## **H.6 PRIVACY OR SECURITY SAFEGUARDS**

(a) The details or any safeguards the contractor may design or develop under this contract are the property of the Government and shall not be published or disclosed in any manner without the Contracting Officer's express written consent.

(b) The details of any safeguards that may be revealed to the contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the Contracting Officer's express written consent.

(c) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.

(d) If new or unanticipated threats or hazards are discovered by either the Government or the contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party. Mutual agreement shall then be reached on changes or corrections to existing safeguards or institutions of new safeguards, with final determination of appropriateness being made by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, business, damage to reputation, or damages of any other kind arising from discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

## **H. 7 STANDARDS OF CONDUCT AND RESTRICTIONS**

The contractor shall conform to standards of conduct as follows:

- (a) Contractor employees shall dress appropriately for a professional office environment.
- (b) No contractor employees shall solicit new business while performing work under this contract on Government premises.
- (c) The contractor and his/her employees shall refrain from discussion with unauthorized persons any information obtained in the performance of work under this contract.
- (d) The contractor and his/her employees shall conduct only such business as covered by this contract during periods paid by the Government. Business not directly related to this contract shall not be conducted on Government premises.
- (e) Use of Government furnished equipment or records for company or personal use is strictly prohibited. Use of Government telephones to make personal, long distance phone calls at the Government's expense is prohibited.
- (f) While the contractor's employees are at the Government facility, the contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to health, safety, and use of Government property. This relates not only to the health and safety of contractor employees and agents, but also that of Government personnel and other individuals. While on Government premises or at home and in the possession of Government property, the contractor is responsible for such property and damages thereto.
- (g) Contractor employees are expected to adhere to the high professional ethical standards to which Government personnel in a comparable position would be expected to adhere. In addition, contractor employees must comply with the pertinent provisions of the Office of Federal Procurement Policy Act Amendments of 1987, Pub. L. 101-189, 41 U.S.C. 423.

## **H.8 SECURITY REQUIREMENTS**

### **H.8.1 Personnel**

All data and information that is required in the performance of this task is unclassified. However, access to the White House Complex (including the New Executive Office Building and the Eisenhower Executive Office Building) requires approval by the EOP Security Office. Approval is granted after suitability is determined by considering the results from a name check performed

by the Federal Bureau of Investigation (FBI). Contractors must **allow ten working days prior to the projected start date** for a name check to be processed and approved by the Security Office. It is the Contractor's responsibility to provide personnel who will meet EOP personnel security requirements and to ensure that access requirements are satisfied in a timely manner. All Contractor personnel must be 18 years of age and U.S. citizens.

Contractor personnel who require access to the complex for longer than 90 days will also be required to undergo a full field FBI investigation, and other background investigations as deemed appropriate. Contractors must provide information to complete the full field background investigation within 2 weeks after their start date at the White House Complex or within 2 weeks of being notified that their work will extend for longer than a 90 day period. Permanent access (access beyond 90 days) is only granted when results of the investigations are reviewed and approved by officials within the EOP Security Office. Contractor personnel must provide all information requested to ensure that background investigations are properly processed.

Contractors are responsible for ensuring that all staff follow EOP check out procedures when access is no longer required. Departing personnel must return building passes to the EOP Security Office where they will obtain instructions for checking out of the complex.

### **H.8.2 Computer Security**

All contractors accessing EOP systems shall be required to comply with all computer security policies and practices of the EOP. In addition, contractor personnel who are granted special access privileges to perform system administrator functions will be required to sign a *Special Access Privileges Agreement*. This agreement ensures that privileges will only be used for required functional purposes.

Contractors will also:

Ensure that the design, development, maintenance and operation of any system they are tasked to support is conducted in compliance with regulatory and EOP procedural requirements. For system development projects, a system specific security plan must be prepared and presented to the COTR and the EOP Security Office for approval prior to implementation.

Unless approved by the COTR and the EOP Security Office, the Contractor will not:

- Load commercial off-the-shelf (COTS) products, custom-developed software, shareware, freeware, or other software onto any EOP workstation or server. Modifications to the standard software configurations must be approved by the IS&T Change Management Committee prior to implementation.
- Load or implement any network monitoring or scanning tools.
- Make any modification to EOP Perimeter Controls (firewalls, routers, ACE Servers, Modems, etc ).

Through the COTR, the Contractor should consult with the EOP Security Office when there is any question concerning EOP computer security policies and procedures.

## **H.9 ORGANIZATIONAL CONFLICTS OF INTEREST**

- a. The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR 9.5, Organizational and Consultants Conflicts of Interest, or that the contractor has disclosed all such relevant information.
- b. The contractor agrees that if an actual or potential OCI is discovered after award, the contractor shall make full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- c. The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Office, the Government may terminate the contract for default, debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- d. The contractor shall include this clause in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.

## **H.10 NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or any date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer, and the Contracting Officer's Technical Representative, in writing, giving pertinent details, provided, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

## **H.11 DISCLOSURE OF CONCURRENT WORK EFFORTS**

If during the course of performing this effort, the contractor hires employees, consultants or subcontractors that are currently performing other work for the EOP, they shall notify the Contracting Officer of the contract, order or agreement title and number and provide a listing of employees already assigned to EOP contracts, orders or agreements who will also be working on this effort.

## **H.12 CONTRACT EARNED-VALUE STATUS REPORTING**

*(Applicable to Time and Materials Task Orders Only)*

The Contractor will provide the following information, in the format prescribed below, as part of their contract/order status report. In the event the contract/order status report is required less frequently than monthly, the information will be provided on a monthly basis. The Contractor will provide, in graph formats:

For work hours (Graph #1):

The budgeted work hours to be performed allocated across the current contract schedule; and on the same graph

The actual work hours performed allocated across the current contract schedule.

For cost (Graph #2):

The budgeted cost of work to be performed allocated across the current contract schedule; and on the same graph

The actual cost of work performed allocated across the current contract schedule.

In the event the actual cost or hours of work performed exceeds the budgeted cost or hours of work to be performed at any time, the Contractor will provide an estimate to complete for both the hours and dollars.

For information, the following is provided:

The budgeted work to be performed is the amount of hours and dollars awarded under the contract/order to accomplish the effort(s) required under contract/order. It would not include the dollars or hours associated with unexercised options or any anticipated but not awarded work.

The actual work performed is the amount of hours and dollars incurred by the Contractor to accomplish the required effort(s) under the contract/order.

The estimate to complete is the hours and dollars required to complete the remaining effort(s) required by the contract/order.

If the cost for the effort(s) is not based on contract hours, the contractor will report only the dollars associated with the effort(s).

Unless otherwise provided, the information required above will be provided to the Contracting Officer, the Contracting Officer's Technical Representative and the Government Project Leader for the contract with an explanatory cover letter.

## **H.13 TASK ORDER PROCESS**

For each task, the contractor shall submit a proposed approach and price proposal in response to the Government's Task Proposal Request. After negotiation and acceptance of the technical and price proposals, the Contracting Officer will issue a Task Order authorizing the work to begin. Orders shall be issued in accordance with the order of preference set forth in FAR 37.102(a)(2) (Public Law 106-398 Section 821(a)) based on the labor rates in Section B.

#### **H.13.1 Task Proposal Requests**

Task Proposal Requests will be in writing and shall contain the following information:

- a. A description of the work to be performed
- b. Task Order type (firm, fixed price or time-and-materials).
- c. Performance requirements, reporting requirements and deliverables
- d. References, guidelines and standards of performance
- e. A date a time by which a technical and price proposal are due.

#### **H.13.2 Responding to Task Proposal Requests**

Each response to a Task Proposal Request shall include:

- a. A technical proposal specifying the offeror's approach to performing the work required within the time frame specified; the names and job classification of the individuals who will be performing the work; the level of effort by each proposed staff member; the list of deliverables; and any other information requested in the Task Proposal Request.
- b. A price proposal on a firm, fixed-price or time-and-materials basis as specified by the Government. Prices for each Task Order will be determined by the hourly labor rates established in Section B. of the contract.

#### **H.13.3 Task Orders**

Task Orders shall be issued by written modification to the contract and shall contain the following:

- a. A description of the task(s) to be performed (Task title and number)
- b. The price and type of task order (fixed-price or time and materials).

#### **H.13.4 Task Order Terms and Conditions**

The following terms and conditions apply to all Task Orders issued under this contract:

- a. Only the Contracting Officer will be authorized to issue Task Orders under this contract.

- b. The Government reserves the right to decline to pursue a specific task after reviewing proposals.
- c. All costs associated with the preparation, presentation, and discussion of the Contractor's Task Proposals shall be at the Contractor's expense.
- d. No additional changes in the scope of work, or changes in delivery dates shall be undertaken on a Task Order without the explicit written authorization of the Contracting Officer.
- e. The Government reserves the right to terminate a Task Order upon written notice from the Contracting Officer. Upon termination, the contractor shall return all documents and materials provided by the Government. The Contractor shall also deliver to the Government all work completed as of the termination date and shall return all Government furnished equipment and materials.

#### **H. 14 ADMINISTRATIVE LEAVE AND OVERTIME**

The contractor shall be reimbursed only for the hours worked at the rates established in Section B. Hours taken for administrative leave caused by inclement weather, potentially hazardous conditions or unanticipated holidays shall not be reimbursed.

#### **H.15 ACQUISITION OF THIRD-PARTY HARDWARE AND SOFTWARE**

Task Orders may require the Contractor to acquire Government hardware, software, or other items necessary to develop, enhance, operate, and/or maintain designated systems. When so authorized to acquire third-party items, the Contractor shall document that it has identified at least three sources for acquiring all product/resources and obtain written price quotations. Prior to acquiring the Government property, the Contractor shall recommend specific products to meet the requirement. Upon Government concurrence, the Contractor shall acquire and deliver all required Government property, bills of sale, licenses, warranties, maintenance information, and documentation.

All purchases of Government hardware, software, and materials shall be reimbursed at cost to the contractor. Pursuant to FAR 52.232-7(b)(2), reasonable and allocable material handling costs may be included in the charge for materials only to the extent they are clearly excluded from the hourly rate as determined by the contractor's usual accounting practices consistent with FAR 31.2.

#### **H. 16 CEILING PRICE**

The ceiling price of this contract is \$7.5 million. In accordance with Clause 52.232-07, Payments Under a Time and Materials and Labor Hour Contracts (February 1997), the ceiling price for any time-and-materials task shall be the estimated sum for all the deliverables under that task. The Government shall not be obligated to pay the contractor any amount in excess of the ceiling price set forth in the task, and the contractor shall not be obligated to continue

performance if to do so would exceed the ceiling price set forth in the task, unless and until the Contracting Officer has notified the contractor in writing that the ceiling price has been increased and has specified a revised contract or task order ceiling for performance under the task.

#### **H.17 GOVERNMENT FURNISHED ITEMS**

The Government agrees to provide office space, personal computers, telephones, faxes, copiers, and operating/office supplies as required to fulfill performance requirements under this contract. Use of telephones and personal computers shall be limited to Government work.

The contractor shall develop checkout procedures to assure that all Government furnished items are returned in good condition to the Government. The contractor shall be responsible for the cost of replacing lost or damaged items. Checkout forms shall be maintained for the life of the contract and made available to the Government upon demand.

#### **H.18 INSURANCE**

In accordance with FAR Clause 52.228-5, Insurance—Work on a Government Installation (April 1984), the Contractor shall acquire and maintain during the entire performance period of this contract, insurance of at least the following kinds and minimum amounts set forth below:

- a. Workman's Compensation and employer's Liability Insurance in accordance with the amounts specified by the laws of the state in which the work is to be performed under this contract. In the absence of such laws, an amount of \$100,000 shall be required and maintained.
- b. General Liability Insurance; Bodily injury liability in the minimum amount of \$300,000 per occurrence.
- c. Automobile Liability Insurance – N/A

#### **H.19 CHANGING TECHNOLOGY**

Significant technology changes throughout the Information Technology (IT) industry are anticipated during the period of this contract. The Contractor is expected to provide his/her staff with the training needed to respond to the changing environment in a timely manner, as these changes occur. The Government anticipates that off-site training to provide needed new staff skills shall be acquired at no additional cost to the Government.

### **SECTION I: CONTRACT CLAUSES**

#### **I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text



available. Also, the full text of a clause may be accessed electronically at this/these address(es):  
[www.arnet.gov/far](http://www.arnet.gov/far)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	DEFINITIONS (OCTOBER 1995)
52.203-3	GRATUITIES (APRIL 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APRIL 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JULY 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JULY 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JANUARY 1997)
52.203-10	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JANUARY 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 1997)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUGUST 2000)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JULY 1995)
52.215-2	AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCTOBER 1997)
52.216-7	ALLOWABLE COST AND PAYMENT (MAR 2000)
52.217-8	OPTION TO EXTEND SERVICES (NOVEMBER 1999)
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
	Paragraph (a): within 30 days of the expiration of the previous term.
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (OCTOBER 2000)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DECEMBER 1996)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEBRUARY 1997)
52.222-26	EQUAL OPPORTUNITY (FEBRUARY 1999)
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APRIL 1998)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUNE 1998)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS  
AND VETERANS OF THE VIETNAM ERA (JANUARY  
1999)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

52.223-6 DRUG-FREE WORKPLACE (JANUARY 1997)

52.225-3 BUY AMERICAN ACT—NORTH AMERICAN FREE TRADE  
AGREEMENT—ISRAEL TRADE ACT—BALANCE OF PAYMENTS  
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52.227-01 AUTHORIZATION AND CONSENT (JULY 1995)

52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND  
COPYRIGHT INFRINGEMENT (AUGUST 1996)

52.227-14 RIGHTS IN DATA--GENERAL (JUNE 1987)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JANUARY 1991)

52.232-1 PAYMENTS (APRIL 1984) (Applies to fixed price task orders)

52.232-7 PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR  
CONTRACTS (MARCH 2000) (applies to time and materials task orders)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

52.232-13 NOTICE OF PROGRESS PAYMENTS (APRIL 1984)

52.232-11 EXTRAS (APRIL 1984)

52.232-17 INTEREST (JUNE 1996)

52.232-23 ASSIGNMENT OF CLAIMS (JANUARY 1986)

52.232-25 PROMPT PAYMENT (JUNE 1997)

52.233-1 DISPUTES (DECEMBER 1998)

ALTERNATE I (DECEMBER 1991)

52.233-3 PROTEST AFTER AWARD (AUGUST 1996)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND  
VEGETATION (APRIL 1984)

52.237-3 CONTINUITY OF SERVICES (JANUARY 1991)

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCTOBER  
1997)

52.242-13 BANKRUPTCY (JULY 1995)

52.243-1 CHANGES—FIXED PRICE (AUGUST 1987) (Applies to fixed-price  
task orders)

52.243-3 CHANGES—TIME AND MATERIALS AND LABOR HOURS  
(SEPTEMBER 2000)

52.243-7 NOTIFICATION OF CHANGES (APRIL 1984)

52.244-5 COMPETITION IN SUBCONTRACTING (DECEMBER 1996)

53.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL  
COMPONENTS (OCTOBER 1998)

52.245-2 GOVERNMENT PROPERTY (FIXED PRICE CONTRACT)  
(DECEMBER 1989) (Applies to fixed-price task orders)

52.245-5 GOVERNMENT FURNISHED PROPERTY—COST  
REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR  
CONTRACTS (JANUARY 1986) (Applies to time and materials task  
orders)

52.246-20	WARRANTY OF SERVICES (APRIL 1984) (Applies to fixed price task orders)
52.249-2	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SEPTEMBER 1996) (Applies to fixed-price task orders)
52.249-6	TERMINATION—COST REIMBURSEMENT (SEPTEMBER 1996) ALTERNATE IV (SEPTEMBER 1996)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APRIL 1984) (Applies to fixed-price task orders)
52.249-14	EXCUSABLE DELAYS (APRIL 1984) (Applies to time-and-materials task orders)
52.251-1	GOVERNMENT SUPPLY SOURCES (APRIL 1984)

**I.2 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only. It is not a Wage Determination.

Employee Class Monetary Wage--Fringe Benefits

Computer Programmer II	\$30.39/hr.
Computer Programmer III	\$35.91/hr.
Computer Systems Analyst II	\$30.39/hr.
Computer Systems Analyst III	\$35.91/hr.

**I.3 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER –CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

#### **I.4 52.216-18 ORDERING (OCTOBER 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award for the period of five years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **I.5 52.216-19 ORDER LIMITATIONS (OCTOBER 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$ 1,000.00 , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$1,000,000.00 ; (2) Any order for a combination of items in excess of \$3,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **I. 6 52.216-22 INDEFINITE QUANTITY (OCTOBER 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order

to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six months after expiration of this contract.

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**SECTION J: LIST OF ATTACHMENTS:**

Attachment A:	QASP Planning Form
Attachment B:	Standard Form LLL
Attachment C:	Restriction Against Disclosure Form
Attachment D:	Standard Form 3881
Attachment E:	Department of Labor Wage Determination
Attachment F:	Skill Positions
Attachment G:	Background Information on OMB Budget Information Systems



## **SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

### **K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)**

- (a) The offeror certifies that--
  - (1) The prices in this offer have been arrived at independently, without, for purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (I) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--
  - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - (2) [Is the person who]
    - (I) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.  

\_\_\_\_\_ [insert full name of person(s)]

in the offeror's organization responsible for determining the prices

- offered in this bid or proposal, and the title of his or her position in the offeror's organization];
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APRIL 1991)**

(a) The definitions and prohibitions contained in FAR clause 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that on or after December 23, 1989, --

(1) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, [OMB] standard form LLL, "Disclosure of Lobbying Activities", to the Contracting Officer; and

(3) The offeror will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.3 52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_.

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_\_ Sole proprietorship;

\_\_\_\_ Partnership;

\_\_\_\_ Corporate entity (not tax-exempt);

\_\_\_\_ Corporate entity (tax-exempt);

\_\_\_\_ Government entity (Federal, State, or local);

\_\_\_\_ Foreign government;

\_\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_\_ Other \_\_\_\_\_.

(f) Common parent.

\_\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)  
(MAY 1999)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it \_\_\_ is a women-owned business concern.

**K.5 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JANUARY 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \_\_\_ have not \_\_\_, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has \_\_\_ has not \_\_\_ within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.7 52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_ intends, \_\_\_ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance  
(Street Address, City,  
State, County, Zip Code)

Name and Address of Owner  
and Operator of the Plant  
or Facility if Other than  
Offeror or Respondent

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**K.8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCTOBER 2000)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541519.

(2) The small business size standard is \$18 million.

3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it \_\_\_ is, \_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).



"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Oct 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

Alternate II (Oct 2000). As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

#### **K.9 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national

origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**K. 10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

(a) It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It \_\_\_ has, \_\_\_ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)**

The offeror represents that

(a) it ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 C.F.R. 60-1 and 60-2), or

(b) it ( ) has, ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.  
[List as necessary]

**K.12 RESPONSIBLE OFFICIAL(S) WHO CAN RECEIVE NOTIFICATION OF AN IMPROPER INVOICE AND ANSWER QUESTIONS REGARDING THE INVOICE**

Indicate below the responsible official(s) who can receive notification of an improper invoice and answer questions regarding the invoice.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

## **SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 GENERAL INSTRUCTIONS**

(a) Your proposal shall become the property of the Government and will not be returned.

(b) Prior to submission of proposals, the offeror is expected to reach an understanding of the requirements of this solicitation. If such a review establishes the need for correction or clarification, such information should immediately be brought to the attention of the contracting Officer so that the matter can be resolved and, if necessary, official dissemination of such information can be made to all offerors.

(c) The Government reserves the right to request such additional information as may be necessary to determine the offeror's qualifications for award of a contract or to clarify any aspects of the technical or cost/price proposals. Such information shall be furnished promptly upon the Government's request.

(d) The Offeror shall not be reimbursed the costs of developing a proposal or for preparing an oral presentation.

### **L.2 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (FEBRUARY 2000)**

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial

proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines

them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.



### **L.3 FORMAL COMMUNICATION**

All communication concerning this procurement shall be directed to the Contracting Officer listed in L.2.1 below.

#### **L.3.1 Questions/Comments**

(a) **Questions/Comments are due by 12:00 noon, June 26, 2001.** All requests must be in writing to the address listed below:

Lynnae Roscoe  
Office of Administration  
Procurement Branch, Room 5002  
725 17<sup>th</sup> Street, NW  
Washington, DC 20503

(b) Questions/Comments may be transmitted via facsimile (fax) to 202-395-3982 or by e-mail to: [Lynnae\\_C.\\_Roscoe@OA.EOP.GOV](mailto:Lynnae_C._Roscoe@OA.EOP.GOV)

(c) Should any questions or comments be received after the date stated above, the Government reserves the right not to provide an answer. If, however, in the Government's opinion, the request for clarification cites an issue of significant importance, the Government may provide written responses to all offerors.

(d) Responses to questions and comments shall be posted on the internet @ [www.whitehouse.gov/omb/rfp](http://www.whitehouse.gov/omb/rfp)

### **L.4 DEADLINE FOR SUBMISSION OF PROPOSALS**

(a) **The deadline for submission is 12:00 noon, August 1, 2001.** The place designated for receipt of offers is:

Executive Office of the President; Office of  
Administration; Procurement Branch  
725 17th Street, NW, Room 5001, NEOB  
Washington, DC 20503  
Attn: Lynnae C. Roscoe

(b) Hand carried proposals may be delivered and time stamped in Room G-1 at the above address. **PLEASE ASK THE MAIL CLERK TO TIME AND DATE STAMP YOUR PROPOSAL.**

(c) To ensure that the proposal arrives at the proper place on time and to prevent its being opened by unauthorized individuals, your proposal must be identified on the wrapper as follows:

Proposal submitted in response to Solicitation EOPOA-01-03

Package \_\_ of \_\_

## **L.5 PROPOSAL FORMAT**

A. The proposal shall consist of two separate volumes as follows:

Volume 1 Technical	6 copies
Volume 2 Price	2 copies

### **B. NOTE: VARIOUS SECTIONS HAVE PAGE LIMITATIONS.**

Proposal page limitations are applicable to this procurement. Page size shall be no greater than 8 ½" x 11." The maximum number of lines per page is forty-five (45), excluding headers containing copyright limitations, proprietary restriction notices and contractor identification). It is acceptable to split the page into two (2) columns with each column containing forty-five (45) half lines. The left and right margins shall be a minimum of one (1) inch each. Print type shall be no smaller than twelve (12) characters per inch. If pages are printed on both sides, each side will be counted as a separate page. Footnotes to text shall not be used. If the offeror includes its own annexes or attachments, those annexes or attachments will be included in the offeror's page limitations. Dividers used to separate proposal sections will not be counted against the page limitations. Page counts will be made by counting pages from left to right consecutively. Any proposal pages submitted which exceed the page or line limitation will be removed and returned to the offeror.

## **L.5.1 TECHNICAL PROPOSAL**

The technical proposal shall consist of the following:

### **PART I:**

- A. Executive Summary
- B. Past Performance
- C. Management Approach
  - (1) Management Plan
  - (2) Project Team Personnel

PART II: If award on initial proposals without discussions cannot be made, the Government will make a competitive range determination. Those offerors determined to be in the competitive range may be requested to provide the following:

- D. Oral Presentation of Management Approach and Responses to Technical Questions

### **L.5.1.1 Executive Summary**

Offerors shall submit a 2-page summary describing the firm and any proposed subcontractors. This summary is intended to acquaint the evaluators with the company and will be used for information purposes only. This section will not be evaluated.

#### **L.5.1.2 Past Performance**

**Past Performance information is limited to ten (10) pages.** The Offeror shall identify contracts/task orders with the Federal Government and/or commercial customers that demonstrate recent and relevant past performance. Recent is defined as within the last three years. Relevant is defined as experience with software support on similar systems, hardware and software as described in Section C. and Attachment G.

- Government Agency/Organization
- COTR's name, address and phone number
- Contracting Officer's name, address, and telephone number
- Contract and, if applicable, task order number
- Current status, e.g., completed and/or, if in progress, start and estimated completion dates
- Dollar value and type of contract
- Name of company being referenced
- SOW paragraphs that the reference applies to
- **Key personnel (please highlight those individuals who worked on the project and who are also proposed for this effort)**
- A brief narrative of why you deem the reference to be relevant to this effort.

The Government may also consider information obtained through other sources.

#### **L.5.1.3 Management Approach**

The Management Approach shall describe the offeror's understanding of Program requirements of this solicitation. The Management Approach shall consist of two subfactors: Management Plan and Project Team.

##### **L.5.1.3.a. Management Plan – This section is limited to ten (10) pages**

This section shall describe the approach to managing the work to be performed as described in Section C and Attachment G. The description shall include, but is not limited to the following:

- (1) Proposed organizational structure.
- (2) Project management, including:
  - staffing, recruitment and retention, including process to screen staff that will pass security clearances
  - reporting structures and communications with the Government
  - process for responding to and managing multiple tasks

- accounting and administrative procedures, including cost reporting for time-and-materials task
  - subcontractor management
  - procedures for performance-based tasks
- (3) Quality Control Plan
- problem identification and resolution
  - quality assurance procedures
  - schedule management
  - Standards to be used such as ISO 9000 or Software Engineering Institutes SW-CMM Level 2
- (4) Phase-In Plan which provides for key personnel to be working on-site within 30 days of award. Reference C.6.4.

#### **L.5.1.3.b Project Team Personnel**

This section shall consist of: (1) a skills matrix which illustrates the name of the individuals, the proposed position, and the skills/experience of that individual (refer to C.5. and Attachment F.); (2) resumes; and (3) letters of commitment for all proposed staff (Note: Key Staff must be available for Phase-In as described in Section C.6.4.). **Each resume is limited to two (2) pages.** There is no page limitation for the skills matrix or letters of commitment. Resumes shall provide the following minimum information:

Resumes shall address:

- (1) Name of individual and proposed labor category.
- (2) List of work experience beginning with current employer and dates of employment
- (3) Pertinent skills, experience that equate to Section C. and Section J. requirements
- (4) Education, including name and location of institute and date of degree or certificate
- (5) Awards, honors

#### **L.5.1.1.4 Oral Presentation and Technical Questions (If necessary, this section applies to those offerors determined to be in the competitive range)**

If the Government cannot award on the basis of initial proposals without discussions, those offerors determined to be in the competitive range may be requested to provide an oral presentation of their Management Approach followed by technical questions from the evaluation team. The time, date, and location of presentations shall be determined at that time. The presentation and technical questions shall be conducted as follows:

- The oral presentation shall be limited to 30 minutes, followed by 30 minutes of technical questions from the Evaluation Team.

- The oral presentation must be consistent with the Management Approach presented in the original submission.
- An additional 30 minutes may be required for proposal negotiations, including discussions.
- The presentation shall be conducted only by the proposed staff. All key staff are expected to be in attendance.

### **L.5.2 PRICE PROPOSAL**

The price proposal shall consist of the following:

a. Standard Form of Contract:

This part shall include Sections A, B, C, D, E, F, G, H, I, J, and K of the solicitation document with the following items completed:

- Blocks 12 – 18 on page one of SF33
- Section B. Pricing
- Section K. Certifications
- Standard Form LLL – (if this form does not apply, please indicate on the face of the form).

b. Section B. Pricing Schedule - This section shall consist of:

- Firm, fixed labor rate for each CLIN identified in Section B. Labor rates shall be inclusive of all direct and indirect costs, overhead, G&A, and profit.
- Estimated hardware/software purchases of \$50,000 per year.
- Material Handling fees if applicable (refer to H.15 and 52.232-7(b)(2)).

### **L.6 PERIOD OF ACCEPTANCE OF OFFER**

Proposals offering less than 120 calendar days for acceptance of their proposals by the government may be rejected. The time shall be calculated from the date designated for receipt of offers.

### **L.7 FREEDOM OF INFORMATION ACT AND CONGRESSIONAL REQUESTS**

The Offeror is apprised that information furnished under this solicitation may not be subject to disclosure under the Freedom of Information Act (FOIA), under Section 821 of P.L. No. 104-201 (1997).

The Offeror should nevertheless be aware that proposals may be accessed through Congressional request, and are advised to mark all items that are confidential to the business or contain trade secrets, proprietary or personal information must be clearly marked. Marking of items will not necessarily preclude mandatory disclosure.

#### **L.8 52.216-1 TYPE OF CONTRACT (APRIL 1984)**

The Government contemplates the award of an indefinite quantity, indefinite delivery (IDIQ) task order type contract for the period of one-year, with four one-year options.

#### **L.9 52.233-2 SERVICE OF PROTEST (AUGUST 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protest that are filed with the General

Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Dale Helms, Chief Procurement Branch  
Executive Office of the President;  
Office of Administration  
725 17th Street, NW, Room 5001 NEOB  
Washington, DC 20503

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **SECTION M: EVALUATION FACTORS FOR AWARD**

#### **M.1 GENERAL**

Proposals shall be prepared in accordance with and comply with the instructions given in Section L. Each proposal shall be evaluated against the evaluation factors listed below.

#### **M.2 BASIS FOR AWARD**

Any award to be made will be based on the best overall (i.e., best value) proposal that is determined through the tradeoff process to be the most beneficial to the Government, with appropriate consideration given to the three evaluation factors: Past Performance, Management Approach and Price. Of these three factors, Past Performance and Management Approach are equal in weight and together are significantly more important than Price.

The Government reserves the right to make an award to other than the lowest price offeror, or to other than the highest rated offeror if the perceived benefits of its proposal do not merit the additional costs.

#### **M.4 TECHNICAL EVALUATION**

The Technical Evaluation will consider the following factors: Past Performance and Management Approach.

**M.4.1 Past Performance:**

Past Performance shall be evaluated based on the quality, recency, and relevancy of its past performance in software support services. Recent is defined as within the last three years. Relevant is defined as experience with software support on similar systems, hardware and software as described in Section C. and Attachment G.

This factor will not be evaluated favorably or unfavorably in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available.

**M.4.2 Management Approach**

**Subfactor 1 - Management Plan**

The Management Plan shall be evaluated to determine the extent to which the plan reflects a sound management approach; an understanding of the contract requirements; and the ability to provide uninterrupted high quality work.

**Subfactor 2 - Project Team Personnel:**

Project Team Personnel shall be evaluated to determine offeror's ability to provide the depth, breadth and availability of qualified staff to support this contract as demonstrated by the skills matrix, resumes and letters of commitment.

**M.5 PRICE EVALUATION**

Offers shall be evaluated by adding up the total price for all line items, including all options, and an estimated \$50,000.00 per year in hardware/software purchases. If the offeror indicates that material handling fees are applicable, those fees shall be applied to the hardware/software purchases for each year of the contract.

All pricing shall be evaluated for completeness and reasonableness. The Government may reject an offer as non-responsive if it is materially unbalanced where prices are significantly less for some work and/or are overstated for other work.

**M.6 ORAL PRESENTATIONS**

Oral presentations will be used to validate the information presented in the proposal. There will not be a separate evaluation factor.